

**SMITHE INDUSTRIES**  
PUBLIC LIMITED COMPANY

765 Finchley Road, Childs Hill, London NW11 8DS Telephone 081-458 3232 Telex 928751 Facsimile 081-458 4380

29th April 1993

Miss S. White  
24 Stags Way  
Wyke Gardens  
Osterley  
Middlesex TW7 5PG

Dear Miss White,

This letter is formally to offer you appointment as Human Resources Executive at Smiths Industries Plc, commencing on 1st June 1993.

The appointment is subject to medical examination and receipt of satisfactory references and security clearance.

The appointment is based at Childs Hill and carries a salary of £27,000 per annum.

The first six months of your service will be probationary and you will be on one months notice. On satisfactory completion of the probationary period your notice would be increased to three months.

SI does institute Executive Bonus Schemes related to its financial year (August to July). Such schemes are not contractual and have a life of one financial year. You would be recommended for participation in any Executive Bonus Schemes related to future financial years, in accordance with the Rules at those times.

You would be employed on SI's Standard Terms for Senior Personnel (pamphlet and specimen letter enclosed).

An appropriate car, to the value of £13,100, which will be maintained and insured, will be made available to you.

You would be able to join SI's Executive Pension Scheme, and the relevant forms and members' handbook are enclosed.


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We have also enclosed medical forms, ethnic origin forms and an application form for you to complete and return, please. On acceptance of this offer we will arrange a medical examination.

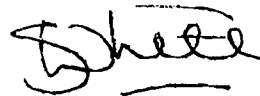
I very much hope that you will find the offer acceptable, and would appreciate it, if you would sign both copies of this letter and the Special Terms of Employment letter and return one set to me.

Should you have any queries, please do not hesitate to contact me.

Yours sincerely,  
for Smiths Industries plc



Offer Accepted



30.04.1995

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**SMITHS INDUSTRIES**  
PUBLIC LIMITED COMPANY

765 Finchley Road, Childs Hill, London NW11 8DS Telephone 081-458 3232 Telex 928761 Facsimile 081-458 4390

Miss S. White  
24 Stags Way  
Wyke Gardens  
Osterley  
Middlesex TW7 5PG

### **SPECIAL TERMS OF EMPLOYMENT (A)**

The following special terms, together with the "Standard Terms", comprise the provisions of your contract of employment with the Company. The "Standard Terms" are those contained in the document "Standard Terms of Employment for Senior Personnel" (issued May 1988) as from time to time amended.

#### **(1) Duties and Responsibility**

Without prejudice to the generality of paragraph 2 of the Standard Terms, you will be

- (a) primarily concerned as **Human Resources Executive**
- (b) immediately responsible to **Director of Human Resources**  
**currently D.M. Spencer**

#### **(2) Salary**

Subject to paragraph 5 of the Standard Terms, your salary will be at the rate of £ 27,000 per annum and will be paid to you by equal monthly instalments on or about the twentieth day of each month.

#### **(3) Commencement and Determination**

- (a) This contract of employment has effect from **1st June 1993** and, subject to paragraphs 10 and 11 of the Standard Terms and the provisions of the Employment Protection (Consolidation) Act 1978, will continue until determined by not less than **three** months written notice given by either party to the other.
- (b) These Special Terms, together with the Standard Terms, replace any present contract of employment with the Company (or one of its subsidiaries) with effect from the date mentioned in sub-paragraph (a) of this paragraph.

/.....2

(4) Holidays

- (a) Paragraph 3 (i) of the Standard Terms will not apply.
- (b) In each calendar year and at time reasonably convenient to the Company, you will take a minimum holiday of two consecutive weeks and you may take holidays, in addition to eight Bank Holidays, for a total of 25 working days.

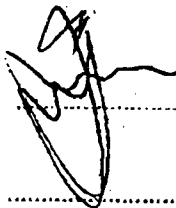
(5) Car

The Company will make an appropriate car available for your exclusive use and will be responsible for its repair and maintenance, and you will observe such regulations as the Company may make in relation to the use of its cars by its Executives generally.

Please confirm your acceptance of the terms of this document by signing and returning the enclosed duplicate.

Signed for Smiths Industries PLC

Signed by



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\_\_\_\_\_

# smiths

Smiths Group North America, Inc.

March 30, 2002

Miss Sally White  
85 North Edgewood Road  
Bedminster  
New Jersey 07921  
USA

Valleybrooke Corporate Center  
101 Lindenwood Drive, Suite 125  
Malvern, PA 19355, USA  
T: +1 610 578 9600 F: +1 610 578 9607  
www.smiths-group.com

Dear Sally:

**Confirmed Appointment as Director/VP of Integration & Business Synergies – Smiths Detection & Protection Systems**

This confirms the terms and conditions applicable to your appointment as Director/VP of Integration & Business Synergies – Smiths DPS with effect from 1<sup>st</sup> April 2002. You will perform your duties at the offices of Barringer in Warren, New Jersey, USA.

**1. Responsibility and Duties**

- (1) You will be directly responsible to the Managing Director – Smiths DPS.
- (2) Your duties shall include, but shall not be limited, to the following:
  - (i) Acting as principal adviser to the MD on current and future business integration and operational synergies.
  - (ii) Management and execution of the branding and communications initiatives.
  - (iii) To support the MD in initiatives including lean enterprise and organic, acquisitive growth targets in order that we meet the profit and cash expectations of Smiths Aerospace.
  - (iv) To work closely with the DPS Board to ensure we are building the organisational capability within each of our businesses and throughout Smiths DPS – both technical and management.

**2. Place of Appointment**

At the offices of Barringer in Warren, New Jersey, USA.

**3. Termination**

Either the Company or you may terminate your appointment by giving the other six months' prior written notice.

**4. Status**

You will continue to be an employee of Smiths Group. Accordingly, the terms and conditions of your contract of employment will continue to apply except to the extent they are modified by the contents of this letter.

A Smiths Group Company

SW1

*Shed*  
15 April 02

5. **Pension**

Steve Warren in UK Pensions will advise the approach to be taken in this circumstance to ensure that your UK Executive Pensions benefit is protected, allowing you to commence a USA scheme as appropriate in your situation.

6. **Salary**

Your salary will be US \$ 140,000 payable by Smiths, U.S. Corporate Headquarters in Malvern, Pennsylvania. Your next performance review will be November 2002. Your next salary review will be 1<sup>st</sup> August 2002 with subsequent reviews annually on 1<sup>st</sup> August.

7. **Bonus**

You will be included in the Executive Bonus Scheme for fiscal year 2001/2002. Participation is subject to the approval of the Chief Executive of Smiths Group plc.

8. **SAYE Share Scheme**

You may continue to maintain any schemes in existence at the time of your new appointment but you may not participate in any new issues.

9. **Holidays**

You will be entitled to twenty -five days' annual holiday allowance per annum in addition to public holidays in the USA. Holidays should be authorised by the MD, DPS.

10. **Transport in the USA**

A car will be leased through the company for you. You will have an allowance of \$1,000 per month to spend on this benefit and should you choose a vehicle which is over and above this amount, you will reimburse the company. The company will provide appropriate levels of insurance, and Barringer shall be responsible for the repair and maintenance of the vehicle. The company will reimburse the cost of a US car licence for you. You will observe such regulations made in relation to the use of its cars by employees generally.

11. **Personal Travel**

The company shall pay for one return economy class fare from the USA to London or equivalent destinations.

12. **Relocation**

The company will accommodate your home relocation in line with Smiths Policy.

13. **Medical, Dental and Other Welfare Benefits**

Your US appointment will entitle you to participate in the U.S. Corporate Headquarters benefit plans.

14. **Green Card**

The company will pay all costs associated with your application for a 'Green Card'. A condition of this sponsorship is that if you leave Smiths Group plc employment within five (5) years of the commencement of your original secondment (May, 1999), you agree to reimburse Smiths Group for costs incurred by Smiths on a formula defined as costs incurred by Smiths times a function the numerator of which is the number of full months between the date of

  
15 April 02

SW2

leaving employment and the anniversary date of your secondment 2006 and the denominator of which is 60 months.

**15. Income Tax/National Insurance**

You shall be liable for all taxes and like imposts on your salary and any bonus or other emoluments paid hereunder. It is incumbent on you to investigate your responsibilities for UK National Insurance, US FICA, income and capital taxes both in the UK and the US. The liabilities should be discussed with advice sought by you and you should obtain approval in advance for the payment of such costs. The company will bear the cost of filing tax returns in the US through a Smiths approved organisation. Any additional and dual tax liability which otherwise you would have not incurred, during the period of changeover from the UK to the USA system, will be met by the company.

**16. Repatriation**

In the event that the company chooses to repatriate you to the UK or another location, we will reimburse your airfares and reasonable transportation costs for household and personal goods in line with the company policy on relocation.

**17. Termination**

The company may terminate the contract by summary written notice:

- if you commit any substantial breach or, after warning, repeat or continue any breach of your obligations under the contract, or
- If you are guilty of any conduct which, apart from anything herein, would entitle the company to dismiss you from its employment summarily.

If the company terminates the employment they will, at your request, repatriate you to the UK and bear the costs of economy class air travel and agreed costs of transportation of personal effects in line with the relocation policy.

Please confirm your acceptance of the terms and conditions set out above by signing the enclosed duplicate.

*David Ramsay /sf*

**David Ramsay  
Smiths Aerospace  
Director of Human Resources**

I have read and hereby accept the position of Director/VP of Integration and Business Synergies Smiths DPS in accordance with the terms set out above.

Signed: 

Date: 15 April 02

SW3